

THIS SPACE FOR BXA USE

783853

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT
MULTIPLE TRANSACTIONS (Sheet No. 1)

(For reporting requests described in 769 of the Export Administration Regulations)

NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE.

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of the commodities or technical data supplied in Item 9 of this report and in any accompanying documents. *If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.* You can obtain this protection by certifying, in Item 5 of the report, that disclosure of the information regarding the quantity, description and value of the commodities or technical data referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 5, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 9 of the public inspection copy of the report form and from the public inspection copies of the accompanying documents. The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

MONTH/YEAR

A

BATCH

2

5

6

9

This report is required by law (50 U.S.C. App. §2403 1a(b); P.L. 95-52; E.O. 12002; 15 CFR Part 769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

INSTRUCTIONS: 1. This form may not include a transaction report that is filed late, nor indicate a decision on request other than those coded in Item 4 below. 2. This form may be used to report on behalf of another United States person if all transactions apply to the person identified in Item 2, but may not be considered as a dual report on behalf of both persons identified in Item 1a and Item 2. 3. Limit each report to 75 transactions or less. 4. Attach as many continuation sheets as needed. Enter sheet number and name of reporting firm on each continuation sheet (starting with Sheet No 2). 5. List each transaction across the continuation sheet, completing all items that apply. Use as many lines as necessary but separate transactions with a blank space or line. 6. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 7. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. *If you certify, in Item 5, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the right hand portion of the Duplicate (Public Inspection Copy) of the continuation sheet(s) relating to Column 9.* **MULTIPLE TRANSACTIONS:** Public reporting for this collection of information is estimated to average one hour per reported request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503.

1a. Identify firm submitting this report:

Name: ELI LILLY EXPORT S.A.
Address: 16, Chemin des Coquelicots
City, State and ZIP: 1214 VERNIER, GENEVA
Country (if other than USA): SWITZERLAND
Telephone: +41 22 306 03 33
Firm Identification No. (if known): 801698

Specify firm type:

- ☒ Exporter
☐ Bank
☐ Forwarder
☐ Carrier
☐ Insurer
☐ Other

1b. Check any applicable box:

- ☐ Revision of a previous report (attach two copies of the previously submitted report)
☐ Resubmission of a deficient report returned by BTR (attach form letter that was returned with deficient report)
☐ Report on behalf of the person identified in item 2

2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled foreign subsidiary, exporter, beneficiary):

Name:
Address:
City, State and ZIP:

Country (if other than USA):
Type of firm: (see list in item 1a)

3. REQUESTING DOCUMENT CODES (use to code Column 6 of continuation sheet)

- C Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)
U Unwritten, not otherwise provided for (make transcript of request and submit two copies)
L Letter of credit
R Request/purchase order/accepted contract/ shipping instruction
B Bid invitation/tender/proposal/trade opportunity
Q Questionnaire (not related to a particular dollar value transaction)
9 Other written

Submit two copies of each document or relevant page in which the request appears.

4. DECISION ON REQUEST CODES (use to code Column 7 of continuation sheet)

- R Have not taken and will not take the action requested
T Have taken or will take the action requested

5. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

- ☐ I (we) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:
☐ Column 9 of the attached continuation sheets (If you check this box, be sure to remove column 9 from the Duplicate (Public Inspection Copy)) of the continuation sheets.
☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (we) request that it be kept confidential.
☐ I (we) authorize public release of all information contained in the report and in any attached documents.
I (we) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Type or print

Date

Column (2) Also enter firm identification number assigned to exporting firm, if known. (6) Use codes found on Sheet No. 1 to specify type(s) of document conveying the request. (7) Use codes found on Sheet No.1 to indicate whether action taken or not taken. (8) Enter reporting firm's reference number (e.g., letter of credit, customer order, invoice). This number must appear on corresponding copy of document or relevant page. Attach copies in same order as listed on continuation sheet(s).		SHEET NO. 1 REPORTING FIRM (Name) ELI LILLY EXPORT S.A. 10, ch. des Capelières 1211, VERNIER GENEVA SWITZERLAND		FORM BXA-6051P-a (Rev. 10-89) REPORT OF REQUEST FOR RESTRICTIVE T MULTIPLE TRANSACTIONS (C			
RSN SUBSET RTP/CLASS OTHER PARTY FIN (1)	NAME AND ADDRESS OF EXPORTING FIRM INVOLVED (unless same as item 1a or item 2 on Sheet No. 1) (2)	BOYCOTTING COUNTRY (3)	BOYCOTTED COUNTRY OR COUNTRIES (4)	DATE REQUEST RECEIVED BY FIRM (month/day/year) (5)	REQUEST- ING DOCUMENT CODE (6)	DECISION ON REQUEST CODE (7)	YOUR REFERENCE NUMBER (8)
THIS SPACE FOR BXA USE NOT REPORTABLE <i>Reportable</i> <i>Reportable</i> NOT REPORTABLE		Tunisia	Israel	FEB. 20, 97	R	R	228249
		QATAR	Israel	FEB. 24, 97	L	R	229635
		SYRIA	ISRAEL	FEB 27, 97	B	R	—
		IRAQ	ISRAEL	MAR 12, 97	R	R	18/96/736 18/96/503 14/96/598
		SYRIA	ISRAEL	MAR 14, 97	9	R	—

(Remove stub from public inspection copy at perforation if confidentiality is requested in Sheet No. 1)

ELI LILLY EXPORT S.A.
P.O.BOX 580 1214 VERNIER/
GENEVA SWITZERLAND

CONSIGNEE
CONSIGN TO : BANQUE INTERNATIONALE
ARABE DE TUNISIE (B.I.A.T.)
AGENCE HARZALLAH SFAX /
TUNISIE

BILL OF LADING N. 130/TRS/97 *Public Inspection copy*

TARROS International S.p.A.

Cap. Soc. L. 500.000.000 int. vers.
Registrazione Trib. SP 11206 - C.C.I.A.A. 83628
Sede Legale, Direzione ed Uffici: 19027 LA SPEZIA - Via Privata ENEL
Tel. (0187) 537111 - Telex 270654 (3 linee a ric. aut.) - Telefax (0187) 537264
Codice Fiscale e Partita IVA n. 00910150119

NOTIFY ADDRESS
NOTIFY TO : SOCIETE TUNISIENNE DE
PRODUCTION ALIMENTAIRE
(S.T.P.A.) ROUTE DE LA
POUDRIERE 1 - B.P. 67 3000
SFAX / TUNISIE

OR DELIVERY OF GOODS APPLY TO
AGENCE MARITIME S.T.T.A.T.
RUE HEDI KHEFACHA
3000 SFAX

VESSEL
ARTUIN

VOYAGE NO.

Received in apparent good order and condition (save as may be stated herein)
- the goods specified below;
- the container(s) specified below stuffed by or on behalf of the shipper, and said by the shipper to contain the goods specified below:
(weight, quantity, contents, condition, quality, and value unknown) for transportation, subject to all the terms and conditions printed on the back hereof, from the place of acceptance or intended port of loading to intended port of discharge or to the place of delivery, by any conveyance and by any vessel(s) whether as specified or substituted and with or without transhipment(s) and via intended port(s) of loading and discharge and/or other port(s) and by any road or railway(s), all in the absolute discretion of the carrier, and there to be delivered, by the carrier or his authorized agent(s), on presentation of the document (duly endorsed) to the holder, against payment of the freight as specified below and of other charges incurred in accordance with the provisions contained in this document; the terms hereof shall in all respects become binding between the carrier and the holder as though the contract herein, or evidenced hereby, had been made between them.

RECARRIAGE BY	PLACE OF RECIPT	PORT OF LOADING DOVER	PORT OF DISCHARGE SFAX	PLACE OF DELIVERY
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AFTER A FREE TIME OF 12 (TWELVE) DAYS FROM DATE OF UNLOADING FROM VESSEL RECEIVERS ARE SUBJECT TO PAY THE FOLLOWING DETENTION FEES AS PER CIRCULAR MARINE MARCHANDE 127, 25/04/79 BORD SDTM/SPT1440

	FROM THE 13TH TO THE 23RD DAY	FROM THE 24TH TO THE 33RD DAY	FROM THE 34TH DAY ON
20' CONTAINER	TD 3 PER DAY	TD 5 PER DAY	TD 10 PER DAY
40' CONTAINER	TD 8 PER DAY	TD 10 PER DAY	TD 15 PER DAY

THE CARGO CARRIED UNDER THIS BILL OF LADING MAY BE CARRIED ON DECK OR UNDER DECK AT THE CARRIER'S OPTION.

DECLARATION
We herewith certify that the vessel carrying these goods is not owned by Israel nor by an israel subject and will not call at any of Israel's ports. We further certify that the above named vessel is not black listed by the Arabic countries.

FREIGHT PREPAID DEEMED EARNED!
SHIP AND/OR CARGO LOST OR NOT LOST!

DETAILS OF GOODS AS DECLARED BY SHIPPER					
CONTAINER NUMBER	MARKS AND NO. OF GOODS S.T.P.A. SFAX TUNISIA NOS.1-3	NO. OF PACKAGES 3 PALLETS	DESCRIPTION OF GOODS CONTAIN 120 BAGS AF1308 ELANCOBAN FREIGHT TO BE PREPAID	GROSS WEIGHT 3075.00 KGS GROSS	MEASUREMENT 5.408 (CBM)
<div>ORIGINAL</div> <div>TUNISIA FEB. 20, 1997 228249</div>					

FREIGHT PREPAID	In witness where of this bill of lading has been issued in a number of negotiable copies as stated below and in two not negotiable copies for the Master and the Owner one of the negotiable copies being accomplished, the other / or others to stand void.	
	ISSUED AT FELIXSTOWE	ON 12/02/97
	NUMBER OF NEGOTIABLE B/L ISSUED THREE	TERMS OF CARRIAGE FREE OUT
	THE SHIPPER	SIGNED (FOR THE MASTER) BY TARROS UK LTD AS AGENTS FOR THE CARRIER TARROS

Article 8

16.4.97 + 3 mos → 31.7.97

Validity of offer shall not be less than 3 months as from closing date specified in the announcement .

In case offerer has not made the extension then offer shall stand valid for 6 months as from closing date .

Article 9

the tenderer is considered as acquainted with the provisions of decree No 195 for the year 1974 and bound to all provisions set out therein.

Article 10

The price quotations submitted to Saydalaya to be in US Dollars Exclusively .

Article 11

Offers to be submitted in three tight envelopes sealed with Red Wax and put in a forth large envelope tight and sealed with Red - Wax addressed to General Organization for the trade of Pharmacautical Products.

" SAYDALAYA " featuring clearly :

- a) Subject of offer
- b) Number of Call Offers
- c) Closing date
- d) Name of tenderer

First Envelope : It should contain :

- 1 - A copy of the bid Bond issued in the name of General Organization for the trade of Pharmaceutical products " SAYDALAYA " sent to commercial Bank of Syria Branch No 1 Damascus .
- 2 - A cheque covering US \$ 250,- to order of Saydalaya representing fees of evaluation .
- 3 - A declaration by Tenderer that he is not included In Israel Boycott Provisions .
- 4- A letter of guarantee from the offerer as per the enclosed form to be signed by him and duly legalized by Syrian Embassy or acting Embassy in Tenderer's country , and Foreign Ministry in country of offerer .
- 5- Copy of the packing list of dispatched samples , and samples should not be less than ten samples .

4....

Article 17 :

It is stipulated the carrier to accept delivery of the goods to Saydalaya under a photo of bill of lading and the commercial invoice enclosed with the goods and this against a guarantee to the carrier from Saydalaya , wherein undertaken the original documents to be presented within one month from date of goods delivery .

Article 18 :

Tenderer should commit himself to ship the goods on regular vessels not Exceeding 15 years age , and the ~~carrier vessel~~ forwarder company ~~should~~ not be blacklisted in ~~Iran~~ boycott .

The Syrian Arab company for Maritime Agencies (Shipco) is considered the agent of the vessel in the Syrian discharge port , i.e. namely the ~~car~~ cargos of chartered vessels .

Article 19 :

The tenderer to whom the offer awarded should commit himself to put a clause on Bills of lading in Which to be stated that Saydalaya is granted a period 15 - 20 days as free discharge time , and this is in case the goods is transported in containers , this free time starts from date of goods discharge which is the date of Manifest registration with competent authorities in port of arrival .

Article 20 :

The supplier company will be charged the penalty on the delay of withdrawal of the goods , and this penalty would be proportional to the delay by the company in sending shipping documents to commercial bank of Syria when finding Mistake or Missing in such documents .

Article 21 :

The supplier company will be charged value of the delay penalties on discharge of the containers relevant to those companies , and this is in case the penalty proved to be caused by the supplier company .

~~Post~~
~~Inspection~~
copy

17- If any of the products show, under normal storage conditions and within a reasonable period, undue deterioration or technical problem due to provisions from international health organisations, it is the responsibility of the supplier to compensate this Establishment by replacement of such goods or by means of cash for the corresponding cost in Iraqi Dinars.

18- The supplier has to show the international distinctive caution signs on the outer packing regarding shipment and discharging of goods. Any damage that may occur as a result or default in showing these signs on cartons or boxes will be to their account.

19- Certificate issued by Lloyds register of shipping or any similar Institution or P&I Club, certifying that the steamer is of not more than 15 years old, is required.

20- Certificate of origin (legalized and attested as in para 3) is required. It should certify that the goods are wholly produced or manufactured in and do not comprise any parts, raw materials, labour or capital of Israeli Origin and it should bear the following certification:

"The producer or manufacturer is not a Branch or a Mother company of firms included in the Israeli Boycott Blacklist"

21- Shipment if possible to be effected by IRAQI LINE as first priority and united Arab Shipping Co., as second priority and if shipment is despatched to C & F Iskenderun please hand over the goods to IRAQI Land Transporting Bureau in Iskanderun in order to be transported to Baghdad by them.

22- The supplier must airmail to us a copy of the commercial invoice before effecting despatch of goods as well as to send additional one to the shipping agent to hand it over to the driver of the truck together with the B/L in a sealed envelope written on it the address of this Establishment — Credit Dept., to enable us to clear these goods from the customs custody without any delay.

23- Any claim and dispute arising against these terms and conditions shall be judged in Iraq.

IRAQ
MARCH 12, 97
18/96/736
18/96/503
18/96/598